

1 SPERTUS, LANDES & UMHOFFER, LLP
2 Matthew Donald Umhofer (SBN 206607)
3 matthew@spertuslaw.com
4 Luke Kuo (SBN 269213)
5 luke@spertuslaw.com
6 Diane Bang (SBN 271939)
7 diane@spertuslaw.com
8 1990 South Bundy Dr., Suite 705
9 Los Angeles, California 90025
10 Telephone: (310) 826-4700
11 Facsimile: (310) 826-4711

NOTE CHANGES MADE BY THE COURT

7 Attorneys for Nominal Defendant JAKKS Pacific, Inc.

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ADVANCED ADVISORS, G.P. et al.,

14 Plaintiffs,

15 v.

16 STEPHEN BERMAN et al.,

17 Defendants,

18 and

19 JAKKS PACIFIC, INC.,

20 Nominal Defendant.

CASE NO. CV 14-01420 JAK
(SSx)

[PROPOSED] STIPULATED
PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT

23 All future discovery filings shall
24 include the following language
25 on the cover page:
26 "[Referred to Magistrate Judge
27 Suzanne H. Segal]"
28

[PROPOSED] STIPULATED PROTECTIVE ORDER

Spertus, Landes & Umhofer, LLP
1990 S. B. DR., S
LOS ANGELES, CA
TEL: 310-826-4700; FAX:

[PROPOSED] STIPULATED PROTECTIVE ORDER

Pursuant to agreement among Plaintiffs Advanced Advisors, G.P. and Louisiana Municipal Police Employees' Retirement System, Defendants Stephen Berman, Michael G. Miller, Murray L. Skala, Robert E. Glick, Marvin Ellin, and Dan Almagor, and Nominal Defendant JAKKS Pacific, Inc., and approval of the Court, this Stipulated Protective Order ("Order") shall govern the production of confidential documents, deposition testimony, and information in this action.

1. PURPOSE AND LIMITS OF THIS ORDER

Disclosure and discovery activity in this action is likely to involve confidential, proprietary, or private information requiring special protection from public disclosure and from use for any purpose other than this litigation. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Order does not entitle them to file confidential information under seal; Local Civil Rule 79-5, *and the procedures of the Pilot Program Re E-Filing Under Seal*, sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

2. GOOD CAUSE STATEMENT

This action will likely involve confidential or sensitive information including, but not limited to, research, design, development, financial, technical, marketing, planning, proprietary, personal, or commercial information, information otherwise generally unavailable to the public, or information that may be privileged or otherwise protected from disclosure under state or federal law, which warrant special protection from public disclosure and from use for any purpose other than litigating this action. Accordingly, to expedite the flow of information, to facilitate

1 the prompt resolution of discovery disputes, to adequately protect confidential
2 information, to ensure that the parties are permitted reasonable necessary uses of
3 non-confidential material in preparation for and in the conduct of trial, to address
4 their handling at the end of the litigation, and to serve the ends of justice, the Court's
5 entry of this Order is necessary. The parties will not designate information as
6 confidential for tactical reasons and will only make such designation with a good
7 faith belief that the information has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record in
9 this case.

10 **3. DEFINITIONS**

11 3.1 Challenging Party: a Party or Non-Party who challenges the
12 designation of information or items under this Order.

13 3.2 "CONFIDENTIAL" Information or Items: information (regardless of
14 how it is generated, stored, or maintained) or tangible things that qualify for
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
16 the Good Cause Statement.

17 3.3 Counsel (without qualifier): Outside Counsel of Record and House
18 Counsel (as well as their support staff).

19 3.4 Designating Party: a Party or Non-Party who designates information
20 or items that it produces in disclosures or in responses to discovery as
21 "CONFIDENTIAL."

22 3.5 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which they are generated, stored, or maintained
24 (including, among other things, testimony, transcripts, and tangible things), that are
25 produced or generated in disclosures or responses to discovery in this matter.

26 3.6 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party to serve as an expert
28 witness or as a consultant in this action.

1 3.7 House Counsel: attorneys who are employees of a Party to this action.
 2 House Counsel does not include Outside Counsel of Record or any other outside
 3 counsel.

4 3.8 Non-Party: any natural person, partnership, corporation, association,
 5 or other legal entity not named as a Party to this action.

6 3.9 Outside Counsel of Record: attorneys who are not employees of a Party
 7 to this action but are retained to represent or advise a Party to this action and have
 8 appeared in this action on behalf of that Party or are affiliated with a law firm which
 9 has appeared on behalf of that Party.

10 3.10 Party: any Party to this action, including, if the Party is a legal entity,
 11 all of its officers, directors, employees, consultants, retained experts, and Outside
 12 Counsel of Record (and their support staff).

13 3.11 Producing Party: a Party or Non-Party who produces Disclosure or
 14 Discovery Material in this action.

15 3.12 Professional Vendors: persons or entities who provide litigation
 16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 18 and their employees and subcontractors.

19 3.13 Protected Material: any Disclosure or Discovery Material that is
 20 designated as "CONFIDENTIAL."

21 3.14 Receiving Party: a Party who receives Disclosure or Discovery
 22 Material from a Producing Party.

23 4. SCOPE

24 The protections conferred by this Order cover not only Protected Material,
 25 but also (a) any information copied or extracted from Protected Material; (b) all
 26 copies, excerpts, summaries, or compilations of Protected Material; and (c) any
 27 testimony, conversations, or presentations by Parties that might reveal Protected
 28 Material. However, the protections conferred by this Order do not cover the

1 following information: (a) any information that is in the public domain at the time
2 of disclosure to a Receiving Party or becomes part of the public domain after its
3 disclosure to a Receiving Party as a result of publication not involving a violation
4 of this Order, including becoming part of the public record through trial or
5 otherwise; and (b) any information known to the Receiving Party prior to the
6 disclosure or obtained by the Receiving Party after the disclosure from a source who
7 had obtained the information lawfully and who had no obligation of confidentiality
8 to the Designating Party at the time the source obtained the information. Any use
9 of Protected Material at trial shall be governed by a separate agreement or order.

10 **5. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Nothing contained in this
14 Order, however, is intended to limit or prevent a Party from introducing evidence
15 at trial to prove its case. Final disposition shall be deemed to be the later of
16 (a) dismissal of all claims and defenses in this action, with or without prejudice; and
17 (b) final judgment herein after the completion and exhaustion of all appeals,
18 rehearings, remands, trials, or reviews of this action, including the time limits for
19 filing any motions or applications for extension of time pursuant to applicable law.

20 **6. DESIGNATING PROTECTED MATERIAL**

21 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

22 Each Party or Non-Party who designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards as: (a) information protected from
25 disclosure by statute; (b) information that reveals trade secrets; (c) medical
26 information concerning any individual; (d) personal identity information;
27 (e) personnel or employment records of a person who is not a Party to the case; or
28 (f) other sensitive or proprietary information that constitutes a "trade secret or other

1 confidential research, development, or commercial information,” contemplated by
2 Federal Rule of Civil Procedure 26(c)(1)(G). Information or documents that are
3 available to the public may not be designated as “CONFIDENTIAL.” The
4 Designating Party must designate for protection only those parts of material,
5 documents, items, or oral or written communications that qualify – so that other
6 portions of the material, documents, items, or communications for which protection
7 is not warranted are not swept unjustifiably within the ambit of this Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber or delay the case development process or
11 to impose unnecessary expenses and burdens on the Receiving Party) may expose
12 the Designating Party to sanctions.

13 If it comes to a Designating Party’s attention that information or items that it
14 designated for protection do not qualify for protection, that Designating Party must
15 promptly notify all other Parties that it is withdrawing the mistaken designation.

16 6.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (*see, e.g.*, second paragraph of Section 6.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that
24 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains
25 Protected Material. If only a portion or portions of the material on a page qualifies
26 or qualify for protection, the Producing Party also must clearly identify the
27 protected portion(s) (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party who makes original documents or materials available

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L ANGELES, CA
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1 for inspection need not designate them for protection until after the inspecting Party
2 has indicated which material it would like copied and produced. During the
3 inspection and before the designation, all of the material made available for
4 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
5 identified the documents it wants copied and produced, the Producing Party must
6 determine which documents, or portions thereof, qualify for protection under this
7 Order. Then, before producing the specified documents, the Producing Party must
8 affix the "CONFIDENTIAL" legend to each page that contains Protected Material.
9 If only a portion or portions of the material on a page qualifies or qualify for
10 protection, the Producing Party also must clearly identify the protected portion(s)
11 (e.g., by making appropriate markings in the margins).

12 (b) for testimony given in deposition or in other pretrial or trial proceedings,
13 that the Designating Party identify on the record all protected testimony. It may
14 make that designation during the deposition or proceeding, or may invoke, on the
15 record or by written notice to all parties on or before the next business day, a right
16 to have up to 21 days from the deposition or proceeding to make its designation.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information or item is stored the
20 legend "CONFIDENTIAL." If only a portion or portions of the information or item
21 warrant(s) protection, the Producing Party, to the extent practicable, shall identify
22 the protected portion(s).

23 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive
25 the Designating Party's right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a
4 Designating Party's confidentiality designation is necessary to avoid foreseeable,
5 substantial unfairness, unnecessary economic burdens, or a significant disruption or
6 delay of the litigation, a Party does not waive its right to challenge a confidentiality
7 designation by electing not to mount a challenge promptly after the original
8 designation is disclosed.

9 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process by providing written notice of each designation it is challenging
11 and describing the basis for each challenge. To avoid ambiguity as to whether a
12 challenge has been made, the written notice must recite that the challenge to
13 confidentiality is being made in accordance with this specific Section of the Order.
14 The Parties shall attempt to resolve each challenge in good faith and must begin the
15 process by conferring directly (in voice to voice dialogue; other forms of
16 communication are not sufficient) within 10 days of the date of service of notice.
17 In conferring, the Challenging Party must explain the basis for its belief that the
18 confidentiality designation was not proper and must give the Designating Party an
19 opportunity to review the designated material, to reconsider the circumstances, and,
20 if no change in designation is offered, to explain the basis for the chosen
21 designation. A Challenging Party may proceed to the next stage of the challenge
22 process only if it has engaged in this meet and confer process first or establishes
23 that the Designating Party is unwilling to participate in the meet and confer process
24 in a timely manner.

25 7.3 Judicial Intervention. All challenges to confidentiality designations
26 shall proceed under Local Rule 37-1 through Local Rule 37-4.

27 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose

(e.g., to harass or impose unnecessary expenses and burdens on the Designating Party) may expose the Challenging Party to sanctions. All parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. A Receiving Party may not under any circumstance use Protected Material for the prosecution, defense, or attempted settlement of any other litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Feder Kaszovitz, LLP, as well as employees of Feder Kaszovitz, LLP to whom it is reasonably necessary to disclose the information for this litigation;

(c) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(e) the Court and its personnel;

(f) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order; and

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party sends notice to the Party served with the subpoena
4 or court order that it intends to seek a protective order, the Party served with the
5 subpoena or court order shall not produce any information designated in this action
6 as "CONFIDENTIAL" before a determination by the court from which the
7 subpoena or order issued, unless the Party has obtained the Designating Party's
8 permission. The Designating Party shall bear the burden and expense of seeking
9 protection in that court of its confidential material – and nothing in these provisions
10 should be construed as authorizing or encouraging a Receiving Party in this action
11 to disobey a lawful directive from another court.

12 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-
15 Party in this action and designated as "CONFIDENTIAL." Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party's confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party's
22 confidential information, then the Party shall:

23 (1) promptly, but no later than 30 days after receiving the discovery
24 request, notify in writing the Requesting Party and the Non-Party that some or all
25 of the information requested is subject to a confidentiality agreement with a Non-
26 Party;

27 (2) promptly, but no later than 30 days after receiving the discovery
28 request, provide the Non-Party with a copy of the Order in this litigation, the

1 relevant discovery request(s), and a reasonably specific description of the
2 information requested; and

3 (3) make the information requested available for inspection by the Non-
4 Party.

5 (c) If the Non-Party fails to object or seek a protective order from this Court
6 within 14 days of receiving the notice and accompanying information, the
7 Receiving Party may produce the Non-Party's confidential information responsive
8 to the discovery request. If the Non-Party timely seeks a protective order, the
9 Receiving Party shall not produce any information in its possession or control that
10 is subject to the confidentiality agreement with the Non-Party before a
11 determination by the Court. Absent a court order to the contrary, the Non-Party
12 shall bear the burden and expense of seeking protection in this Court of its Protected
13 Material.

14 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Order, the Receiving Party must immediately (a) notify in writing the Designating
18 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
19 unauthorized copies of the Protected Material, (c) inform the person or persons to
20 whom unauthorized disclosures were made of all the terms of this Order, and
21 (d) request such person or persons to execute the "Acknowledgment and Agreement
22 to Be Bound" that is attached hereto as Exhibit A.

23 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever

1 procedure may be established in an e-discovery order that provides for production
 2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 3 (e), insofar as the Parties reach an agreement on the effect of disclosure of a
 4 communication or information covered by the attorney-client privilege or work
 5 product protection, the Parties may incorporate their agreement in the stipulated
 6 protective order submitted to the Court.

7 **13. MISCELLANEOUS**

8 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
 9 person to seek its modification by the Court in the future.

10 13.2 Right to Assert Other Objections. By stipulating to the entry of this
 11 Order, no Party waives any right it otherwise would have to object to disclosing or
 12 producing any information or item on any ground not addressed in this Order.
 13 Similarly, no Party waives any right to object on any ground to use in evidence of
 14 any of the material covered by this Order. *and the procedures of the Pilot Program as E. King*

15 13.3 Filing Protected Material. Without written permission from the *under seal*
 16 Designating Party or a court order, a Party may not file in the public record in this
 17 action any material designated as "CONFIDENTIAL." A Party seeking to file
 18 under seal any designated material must comply with Local Rule 79-1. Filings may
 19 be made under seal only pursuant to a court order authorizing the sealing of the
 20 specific material at issue. The fact that a document has been designated as
 21 "CONFIDENTIAL" under this Order is insufficient to justify filing under seal.
 22 Instead, Parties must explain the basis for confidentiality of each document sought
 23 to be filed under seal. Because a Party other than the Designating Party will often
 24 be seeking to file material designated as "CONFIDENTIAL," cooperation between
 25 the Parties in preparing, and in reducing the number and extent of, requests for under
 26 seal filing is essential. If a Receiving Party's request to file designated material
 27 under seal pursuant to Local Rule 79-5.1 is denied by the Court, then the Receiving
 28 Party may file the material in the public record unless (a) the Designating Party

1 seeks reconsideration within four days of the denial, or (b) as otherwise instructed
2 by the Court.

3 **14. FINAL DISPOSITION**

4 Within 60 days after receiving a request in writing from the Producing Party
5 following the final disposition of this action, as defined in Section 5, each Receiving
6 Party must return all Protected Material to the Producing Party or destroy such
7 material.

8 As used in this Section, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the
10 Protected Material. Whether the Protected Material is returned or destroyed, the
11 Receiving Party must submit a written certification to the Producing Party (and, if
12 not the same person or entity, to the Designating Party) by the 60 day deadline that
13 (a) identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (b) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
19 and trial exhibits, expert reports, attorney work product, and consultant and expert
20 work product, even if such materials contain Protected Material. Any such archival
21 copies that contain or constitute Protected Material remain subject to this Protective
22 Order as set forth in Section 5 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: November 21, 2014

3 SKADDEN, ARPS, SLATE, MEAGHER &
4 FLOM LLP

5 By: /S with email permission
6 PETER B. MORRISON
7 Attorneys for Defendants


8 DATED: November 21, 2014

9 LAW OFFICES OF DAVID N. LAKE

10 By: /S with email permission
11 DAVID N. LAKE
12 Liaison Counsel for Plaintiffs


13 DATED: November 21, 2014

14 SPERTUS, LANDES & UMHOFFER, LLP

15 
16 By: MATTHEW D. UMHOFFER
17 Attorneys for Nominal Defendant

18 *For 6000 CAVES SHOWN AND*
19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 DATED: November 28, 2014

21 
22 By: THE HON. JOHN A. KRONSTADT
23 United States District Judge

24 All future discovery filings shall
25 include the following language
26 on the cover page:
27 "[Referred to Magistrate Judge
28 Suzanne H. Segal]"


Suzanne H. Segal
U.S. Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the
 United States District Court for the Central District of California on November ____,
 2014, in the case of *Advanced Advisors, G.P. et al., v. Stephen Berman et al.*, Case
 No. 2:14-01420-JAK (SSx) (Consolidated). I agree to comply with and to be bound
 by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action
 or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____